

The Clerk of Court is respectfully directed to file this document on the docket under seal, viewable only to the parties and to Court personnel. **SO ORDERED.**



Ona T. Wang
U.S.M.J.

5/4/23

some monetary compensation. McLellan went on to indicate that there had been a point where

the USPA was still willing to permit Plaintiff to become a member and to pay Plaintiff some monetary amount to resolve this lawsuit mostly on a cost basis. We advised during the course of the negotiations that at some point if the monetary demand became too high that the Plaintiff's Request for reinstatement to USPA would no longer be considered/offered. When the USPA's offer went up to \$ [redacted] membership was removed from the equation. Plaintiff's counsel then took the stance that only a [higher] offer would be considered. We and the USPA rightfully considered that as an abandonment of the request for membership. Plaintiff and his counsel burned a bridge at that point. . . . We ask that you convey this. Of course, when we start doing discovery, the offer could change or be pulled.

Id.

Around this time, plaintiff's counsel drafted a draft settlement agreement in accordance with plaintiff's counsel's understanding of the agreement reached at the mediation. Although the draft is redacted, the defendant does not dispute the plaintiff's assertion that the only terms delineated in the draft were that "[t]he case would settle for a specified sum of \$150,000, with mutual dismissals with prejudice, mutual general releases of all claims and allegations, mutual confidentiality as to the terms of the Agreement, and no admission of liability by any party." ECF No. 37 ¶ 20; id., Ex. 5. The plaintiff executed the document entitled "Mediation Settlement Agreement Terms and Conditions," and at 4:33 p.m., the draft was circulated to defense counsel, with a copy to the mediator.

Settlement
Agreement
May 3,
2023.

Yuri
Garmukh
by
Alex
B. Kevhuan,
ESQ
w/ Authority
in POA



Albert J. Berchtold
USPA

Winget Spada Co. + Schwartzberg
by Kenneth A. McLellan
counsel for USPA

